

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 11	
1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-04-P-1207			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2004JUL09		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4		
6. ISSUED BY TACOM WARREN AMSTA-PM-LAV-B CHERYL OEDER (586)574-8359 WARREN, MICHIGAN 48397-5000 EMAIL: OEDERC@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV		7. ADMINISTERED BY (If other than 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL, AL 35898-0001 SCD: C PAS: NONE ADP PT: HQ0338			CODE S0107A		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR INVENTORY LOCATOR SERVICE, LLC 8001 CENTERVIEW PARKWAY SUITE 400 CORDOVA, TN. 38018-4276 NAME AND ADDRESS TYPE BUSINESS: Large Business Performing in U.S.			CODE 8J234		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED	
12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15		14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264	
16. TYPE OF ORDER DELIVERY/ CALL PURCHASE X			THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written Quotation ID B4F6, Dated 2004JUN06. ERVIN R. CULLIPHER furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Service Contracts									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA MICHAEL T. FINNELL /SIGNED/ FINNELLM@TACOM.ARMY.MIL (586)574-8361 BY: CONTRACTING/ORDERING OFFICER					25. TOTAL \$9,078.00	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: INVENTORY LOCATOR SERVICE, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SUPPLIES OR SERVICES AND PRICES/COSTS										
0001	SECURITY CLASS: Unclassified										
0001AA	<div>SERVICES LINE ITEM</div> <div>NOUN: ILSMART.COM HUB 10 ACCESS PRON: T64DAV144K PRON AMD: 02 ACRN: AA AMS CD: 4238290000 CUSTOMER ORDER NO: M6785404MP91037</div> <div>This CLIN represents the total amount to be paid to the contractor for a one-year HUB 10 Access to the ILSmart.com database, as further described in Section C.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH PERF COMPL <table><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>001</td><td>0</td><td>31-AUG-2004</td></tr></table><div>\$ 9,078.00</div></div> <div>Contractor shall contact PM-LAV to arrange for HUB 10 Access to the ILSmart.com database.</div> <div>POC: Paul Raska AMSTA-PM-LAV (586) 574-8352</div> <div>(End of narrative F001)</div>	REL CD	QUANTITY	DATE	001	0	31-AUG-2004				\$ 9,078.00
REL CD	QUANTITY	DATE									
001	0	31-AUG-2004									

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- C.1 ILSmart.com Database
- C.1.1 The contractor shall set up a one-year HUB 10 Access to its ILSmart.com database for the Sustainment Management Team in PM-LAV.
- C.1.2 As described in its proposal, the contractor, with its Inventory Parts Locator Database, shall provide the following base services:
- C.1.2.1 Access to ILS Parts Availability, with more than 5 billion parts.
 - C.1.2.2 Access to Overhaul Capabilities of more than 650 FAA Repair Stations.
 - C.1.2.3 Ability to send Message Broadcasts at no charge.
 - C.1.2.4 Ability to view Company, Product, and Service Directories.
 - C.1.2.5 DoD files (FLIS, Procurement History, etc.) downloaded simultaneously with Availability listings.
 - C.1.2.6 24-7-365 customer support via a toll-free phone number.
 - C.1.2.7 On-site training during the contract year.
- C.1.3 The contractor may invoice for payment for the one year of service after it has set up the HUB 10 Access for PM-LAV.
- *** END OF NARRATIVE C 001 ***

Name of Offeror or Contractor: INVENTORY LOCATOR SERVICE, LLC

CONTRACT ADMINISTRATION DATA

PRON/										JOB				
LINE	AMS CD/		OBLG							ORDER	ACCOUNTING		OBLIGATED	
ITEM	MIPR		ACRN	STAT	ACCOUNTING CLASSIFICATION					NUMBER	STATION	AMOUNT		
0001AA	T64DAV144K	AA	2	21	42020000046D8030423829026EB	S20113				4DA129	W56HZV	\$	9,078.00	
	4238290000													
	M6785404MP91037													
												TOTAL	\$	9,078.00

SERVICE						ACCOUNTING	OBLIGATED
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION				STATION	AMOUNT
Army	AA	21	42020000046D8030423829026EB	S20113		W56HZV	\$ 9,078.00
						TOTAL	\$ 9,078.00

Contractor Remittance Address:

Inventory Locator Service
P.O. Box 751657
Memphis, Tennessee 38175-1657

*** END OF NARRATIVE G 001 ***

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CONTRACT CLAUSES

2	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
3	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
4	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
5	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998

(a) Definitions.

(1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

* TIN:_522303505_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of a Federal Government;

* Other. State basis._____

(e) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt):

* Corporate entity (tax-exempt):

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _LLC_____.

(f) Common Parent.

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Name of Offeror or Contractor: INVENTORY LOCATOR SERVICE, LLC

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name Aviall, Inc. _____

TIN 65-0433083 _____

[End of Provision]

6 52.246-4 INSPECTION OF SERVICES--FIXED PRICE AUG/1996

(a) Definitions. Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

[End of Clause]

7 252.211-7015 TECHNICAL DATA AND COMPUTER SOFTWARE--COMMERCIAL ITEMS MAY/1991

(a) Definitions.

The terms computer software, commercial computer software, computer software documentation, commercial computer software documentation and technical data are used in this clause to establish the conditions under which the contractor shall furnish, and the Government may use, technical data and computer software to be provided under this contract. As used in this clause:

(1) Computer software means a set of instructions, rules, routines or statements that cause a computer to perform a specific operation or series of operations; and, source code listings, object codes, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated or recompiled.

(2) Commercial computer software means software that has been developed at private expense for the commercial marketplace and is not in the public domain. The term commercial computer software includes commercial computer software that has been modified or will be modified to satisfy the requirements expressed in the solicitation for this contract.

(3) Computer software documentation means owner's manuals, user's manuals, and operating instructions and other items, regardless of storage media, which explain the capabilities of the computer software or provide operating instructions for using the software to obtain desired results from a computer.

(4) Commercial computer software documentation means the computer software documentation customarily provided to the public at, or subsequent to, the time the commercial computer software is licensed or provided to the public.

(5) Technical data means recorded information, regardless of format or storage media, of a scientific or technical nature. Technical data includes computer software documentation and computer data bases but does not include computer software, financial or

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administrative data, or cost or pricing data.

(b) Technical Data (other than commercial computer software documentation) and Computer Software (other than commercial computer software).

(1) The Government may use without restrictions and for whatever purpose, technical data and computer software:

(i) Customarily provided to the public without restrictions or that are in the public domain; or,

(ii) Purchased by the Government to document the modifications to the contractor's standard commercial item configuration, its related computer software or related computer software documentation if a modified commercial item is being furnished under this contract.

(2) The Government's use of technical data and computer software purchased under this contract, other than the technical data and computer software described in paragraph (b)(1) of this clause, shall be subject to the following restrictions only:

(i) The Government shall not release or disclose the technical data and computer software to other parties without the contractor's permission except for emergency repair or overhaul of the commercial items furnished under this contract or to contractors or subcontractors who are providing support to the Government for this contract or a related contract, require access to the technical data or computer software to provide such support and who sign a non-disclosure statement; and,

(ii) The Government shall not use the technical data and computer software to manufacture additional quantities of the commercial items to be furnished under this contract or, in the case of computer software, to prepare the same or similar computer software.

(3) The Government, including contractors or subcontractors who are providing support to the Government for this contract or a related contract, may use computer software and related documentation purchased under this contract at any other facility to which the software or related documentation may be transferred; use the software and documentation with a backup computer when a primary computer is inoperative; use the software and documentation at multiple facilities, by multiple users or on a local area network; copy the computer software for safekeeping (archive) or backup purposes; and, modify the software and documentation or combine either with other software and documentation provided that the unmodified portions shall remain subject to these restrictions.

(4) The contractor shall not mark any technical data or computer software that is in the public domain; is available to the public without restrictions on its use; or, has been purchased by the Government under this contract in any manner that would restrict the Government's use, in accordance with this clause, of the technical data or computer software.

(c) Commercial Computer Software and Commercial Computer Software Documentaton.

(1) The contractor shall furnish commercial computer software or commercial computer software documentation to the Government without restrictions on the use of the software or documentation if the commercial computer software or commercial computer software documentation is customarily provided to the public without restrictions or is in the public domain. The Government shall use such commercial computer software or commercial computer software documentation for any purpose.

(2) Commercial computer software or commercial computer software documentation that is customarily provided to the public under a licensing agreement shall be furnished to the Government under the same licensing agreement that is provided by the licensor to the public or, if a specific license has been negotiated for this contract, the commercial computer software or commercial computer software documentation shall be furnished in accordance with the negotiated license. The Government shall use licensed commercial computer software or licensed commercial computer software documentation in accordance with the terms of the license.

(3) The contractor shall not place any markings on the commercial computer software or commercial computer software documentation that restrict the Government's use of such software or documentation except as provided in the license under which the commercial computer software or commercial computer software documentation shall be furnished to the Government.

(End of clause)

8 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration.

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Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

9	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
	(TACOM)		

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

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[End of Clause]

10 52.213-4010 ADDITIONAL GENERAL CLAUSES FEB/1997
 (TACOM)

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1) CHANGES-FIXED-PRICE (AUG 1987)
52.243-1

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(B) Method of shipment or packing.

(C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (APR 1984)
52.249-1

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE (APR 1984)
52.249-8

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]

11 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
 (TACOM)

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is

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protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

12 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 JAN/2002
 (TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]